

9/10/09 1:36:35
DK T BK 3,078 PG 357
DE SOTO COUNTY, MS
W.E. DAVIS, CH CLERK

DEED OF TRUST

Part of the South West 1/4
of Section 10, Township 3,
Range 9 West, DeSoto County
Mississippi

Indexing Instructions:
Loan No. 2332

Return to:
Prepared by:
Name Matthew Riva
Address P.O. Box 988
Hernando, MS 38632
Phone (662) 429-0531

LENDER: Gulfc0 of Mississippi d/b/a Tower Loan of Hernando
P.O. Box 988, Hernando, MS, 38632

BORROWER and Address and Telephone No.: Christopher F. Heuer & Kristine P. Heuer
8884 Highway 304, Hernando (DeSoto), MS, 38632 (662) 449-0466

TRUSTEE: John E. Tucker, Post Office Box 320001, Flowood, MS 39232-0001

(a) "Borrower" means all persons signing below, whether one or more.

(b) "Promissory Note" means that certain promissory note and security agreement signed by Borrower to lender dated Sept. 10th, 2009

with a Total of Payments of \$ 91,680.00 due in 120 consecutive equal monthly installments of
\$ 764.00, the first of which is due on 10/20/2009.

(c) "Indebtedness" means (i) the unpaid balance of the Total of Payments on the Promissory Note; (ii) any other or future debt from any
Borrower to Lender; and (iii) any voluntary payments made by Lender under this Deed of Trust. For good consideration, Borrower
conveys and warrants to Trustee the following real property (the "Property") situated in DeSoto County,
Mississippi more particularly described as

See Exhibit "A"

This conveyance is subject to the following terms:

1. This conveyance is in trust to secure the prompt payment of the Indebtedness. If all Indebtedness shall be promptly paid as and
when due, then this conveyance shall be null and void; otherwise, it shall remain in full force and effect.

2. Borrower shall pay all taxes and other charges levied against the Property and shall keep the improvements insured by a compa-
ny authorized to do business in Mississippi, against loss or damage by fire, storm or other hazards in an amount at least equal to the
Indebtedness due the Lender with a standard mortgagee clause in favor of Lender. Borrower shall furnish Lender with a copy of all
insurance policies on the Property.

3. Borrower will not abandon Property or commit waste or allow waste to be committed. Borrower shall make all needed repairs to
keep the Property in a condition equal to its condition on the date hereof. Lender, and anyone authorized by Lender, may enter and
inspect or appraise the Property, at Lender's option, during reasonable hours.

4. Upon Borrower's failure to pay any other lien or deed of trust, taxes, insurance premiums, or cost of repairs, the Lender may pay
(but is not required to) the same or make such repairs; and the amount thereof will become a part of the Indebtedness with inter-
est at 110% per annum. Borrower shall immediately repay all such amounts upon Lender's demand.

5. Borrower shall be in default upon the happening of any of the following events: (a) Failure to pay as and when due the indebted-
ness evidenced by the Promissory Note; (b) Default of any obligation secured hereby or in the performance of any covenant con-
tained herein or in the Promissory Note; (c) If this deed of trust is subordinate to any other deed of trust or lien of any kind, default
in the payment of such prior deed of trust or lien; (d), Sale or transfer of the property by Borrower (excluding (i) a transfer by devise,
descent, or operation of law upon the death of Borrower, or (ii) the grant of a leasehold interest of one year or less not containing an
option to purchase); or (e) Upon Lender reasonably deeming itself to be insecure.

6. If, upon default Lender employs an attorney to collect this indebtedness or enforce this deed of trust, Borrower agrees to pay all
costs including a reasonable attorney's fee.

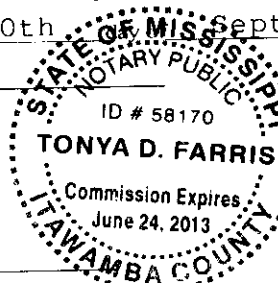
7. Upon default, Lender may declare the entire unpaid balance secured hereby with interest and other proper charges, immediately
due and payable, without notice to Borrower. At the request of Lender, Trustee shall sell the property and land according to
Mississippi Code of 1972, Section 89-1-55. Lender may purchase at such sale. From the foreclosure sale proceeds, Trustee shall pay
in this order: all costs of the sale, including reasonable compensation to the Trustee; the Indebtedness; any subordinate lien holder;
and any balance remaining to the Borrower.

8. Lender may appoint another person to act as Trustee herein, and such Substituted Trustee shall have all authority and powers invest-
ed in the original Trustee. The Trustee or Substituted Trustee herein may appoint an agent, either verbally or in writing, to conduct a
Trustee's sale hereunder. Such appointment of agent need not be recorded.

9. Any waiver by Lender of any default shall not operate as a waiver of any other default or the same default on a future occasion.

10. The term "Borrower" shall mean all persons signing below, each of whom shall be jointly and severally liable hereunder.

WITNESS our signatures this the 10th day of September, 2009
Matthew J. Riva
WITNESS



Christopher F. Heuer
BORROWER
Kristine P. Heuer
BORROWER
Kristine P Heuer

STATE OF MISSISSIPPI
COUNTY OF DeSoto

Personally appeared before me, the undersigned authority in and for the said county and state, on this 10th day of September,
2009, within my jurisdiction, the within named Christopher F. Heuer and Kristine P. Heuer, who acknowledged that they
executed the above and foregoing instrument.

Witness my hand and seal of office this 10th day of September, 2009

NOTARY PUBLIC

My Commission Expires: 06-24-2013

Nat-003 (Rev. 4-09)

Home-Land Title & Abstract File J-904055

INDEX: PART OF THE SW ¼ OF SECTION 10, T3, R9W, DESOTO COUNTY, MISSISSIPPI.

EXHIBIT "A"

BEGINNING AT THE NORTHEAST CORNER OF SOUTHWEST QUARTER OF SOUTHWEST QUARTER SECTION 10, TOWNSHIP 3, RANGE 9 WEST, THENCE SOUTH 4 DEGREES 54' EAST ALONG EAST LINE OF THE LESTER TRACT ALSO BEING WEST LINE OF THE J. A. EARNHEART TRACT 1276.9 FEET TO AN IRON PIN IN NORTH RIGHT OF WAY OF STATE HIGHWAY 304; THENCE WESTERLY ALONG SAID HIGHWAY RIGHT OF WAY 1242.9 FEET TO A POINT; THENCE NORTH 36 DEGREES 00' WEST ALONG SAID HIGHWAY RIGHT OF WAY 90.1 FEET TO A POINT; THENCE SOUTH 81 DEGREES 31' WEST 26.1 FEET TO A POINT IN WEST LINE SAID SECTION; THENCE NORTH 5 DEGREES 07' WEST ALONG SAID SECTION LINE 635.0 FEET TO SOUTH CORNER OF THE CHURCH LOT; THENCE EAST ALONG SOUTH LINE SAID CHURCH LOT 225.5 FEET TO SOUTHEAST CORNER; THENCE NORTH 5 DEGREES 18' WEST ALONG EAST LINE SAID CHURCH LOT 142.0 FEET TO A POINT IN SOUTH LINE OF THE POOLE FIVE (5) ACRE TRACT; THENCE NORTH 84 DEGREES 42' EAST ALONG SOUTH LINE SAID POOLE TRACT 307.2 FEET TO SOUTHEAST CORNER; THENCE NORTH 5 DEGREES 49' WEST ALONG EAST LINE SAID POOLE TRACT 407.2 FEET TO AN IRON PIN IN NORTH LINE SOUTHWEST QUARTER OF SOUTHWEST QUARTER SAID SECTION; THENCE NORTH 85 DEGREES 09' EAST ALONG SAID QUARTER SECTION LINE 796.0 FEET TO THE POINT OF BEGINNING AND CONTAINING 33.41 ACRES, MORE OR LESS. ALL BEARINGS ARE MAGNETIC. AND BEING PART OF THE SAME LAND CONVEYED TO W. T. LESTER BY DEED OF DATE JANUARY 30, 1881, OF RECORD IN BOOK 3, PAGE 117, OF THE DEED RECORDS OF DESOTO COUNTY, MISSISSIPPI, AND BEING THE SAME LAND DEVISED TO JOHN DAVID HEUER AND JAMES DRUE LUNDY BY THE LAST WILL AND TESTAMENT OF FRANCES DEMENT LESTER OF RECORD IN BOOK 9, PAGE 545, OF THE WILL RECORDS OF DESOTO COUNTY, MISSISSIPPI, BEING THOSE SAME LANDS CONVEYED BY DEED OF RECORD IN DEED BOOK 93, AT PAGE 448, IN THE OFFICE OF THE CHANCERY COURT CLERK OF DESOTO COUNTY, MISSISSIPPI.

LESS AND EXCEPT 1.37 ACRES CONVEYED BY DEED OF RECORD IN DEED BOOK 145, AT PAGE 71 OF THE LAND RECORDS OF DESOTO COUNTY, MISSISSIPPI.

LESS AND EXCEPT PART OF THE SOUTHWEST ¼ OF SECTION 10, TOWNSHIP 3 SOUTH, RANGE 9 WEST, DESOTO COUNTY, MISSISSIPPI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT:

COMMENCING AT THE SOUTHWEST CORNER OF SAID ¼ SECTION; THENCE RUN SOUTH 89°16'51" EAST A DISTANCE OF 318.39 FEET ALONG THE SOUTH LINE OF SAID ¼ SECTION TO A POINT; THENCE RUN DUE NORTH 48.30 FEET TO A STEEL FENCE RAIL ¼ SECTION TO A POINT; THENCE RUN DUE NORTH 48.30 FEET TO A STEEL FENCE RAIL ON THE NORTH RIGHT-OF-WAY LINE OF MISSISSIPPI HIGHWAY 304 (50-FOET WIDE) AND THE POINT OF BEGINNING; THENCE CONTINUE DUE NORTH A DISTANCE OF 637.56 FEET TO A STEEL FENCE RAIL; THENCE RUN DUE EAST A DISTANCE OF 669.35 FEET TO A STEEL FENCE RAIL; THENCE DUE SOUTH 654.18 FEET TO A STEEL FENCE RAIL ON SAID NORTH RIGHT-OF-WAY LINE; THENCE RUN SOUTH 89°22'09" WEST A DISTANCE OF 81.60 FEET ALONG SAID NORTH RIGHT OF WAY LINE TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT (DA=04°56'04", R=6828.34 FEET, CD=NORTH 88°17'31" WEST, LC= 587.90 FEET); THENCE RUN NORTHWESTERLY A DISTANCE OF 588.09 FEET ALONG SAID NORTH RIGHT-OF-WAY LINE AND CURVE TO THE POINT OF BEGINNING AND CONTAINING 10.00 ACRES, MORE OR LESS, AS PER SURVEY OF DANNY S. RUTHERFORD P.E.L.S., DATED JUNE 4, 2002.


CHRISTOPHER F. HEUER

9/19/09
DATE


KRISTINE P. HEUER

9/10/09
DATE

HomeLand Title
P.O. Box 321408
Flowood, MS 39232
601-948-3595